

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ALEJANDRO HERNANDEZ, ANDRES
PINEDO, WILMER LOPEZ, JULIO CORONA,
and AQUILINO NUNEZ, on behalf of themselves
and all other similarly situated,

JUDGMENT

Plaintiffs,

20-CV-01062-ENV-SMG

v.

SKYLINE RESTORATION & PRESERVATION
LLC, SKYLINE RESTORATION &
WATERPROOFING INC., SKYLINE
RESTORATION GROUP, LLC, SKYLINE
RESTORATION INC., SKYLINE RESTORATION
SERVICES, LLC, JOSE LUIS PRADO, JOHN DOE
CORPORATIONS 1-10, and RICHARD ROES 1-10,

Defendants.

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A notice of acceptance of a Rule 68 Offer of Judgment having been filed on June 24, 2020; and Defendant Jose Luis Prado having offered to allow Plaintiffs to take a judgment against the Defendant Jose Luis Prado in this action for the total sum of Seventy-Five thousand dollars (\$75,000.00) Dollars, inclusive of reasonable attorneys' fees, expenses, and costs accrued to date, for all claims that have been, or could have been asserted against the Defendant Jose Luis Prado in the complaint of this action; it is

ORDERED and ADJUDGED that Judgment is entered in favor of Plaintiffs and against Defendant Jose Luis Prado in the amount of Seventy-Five thousand dollars (\$75,000.00) Dollars, inclusive of reasonable attorneys' fees, expenses, and costs accrued to date, for all claims that have been, or could have been asserted against the Defendant Jose Luis Prado in the complaint of this action to the date of this offer; that

This judgment shall be in full satisfaction of all federal, and state law claims or rights that Plaintiffs may have to damages, or any other form of relief, arising out of the alleged acts or omissions of the Defendant Jose Luis Prado, in connection with the facts and circumstances that are the subject of the complaint in this action, from the beginning of the world to the date of Plaintiff's acceptance of this offer of judgment. This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by the Defendant Jose Luis Prado or any employee, or agent of Jose Luis Prado; nor is it an admission that Plaintiffs have suffered any damages. This Offer of Judgment may only be accepted up to and including fourteen (14) days after service of this offer. If the Plaintiffs do not accept this offer within fourteen (14) days after service of this offer upon plaintiff, this offer will be deemed rejected; and that

Acceptance of this Offer of Judgment will act to release and discharge Defendant Jose Luis Prado from any and all claims that were or could have been alleged by Plaintiffs in the above captioned action, from the beginning of the world to the date of Plaintiffs' acceptance of this Offer of Judgment.

Dated: Brooklyn, New York
June 30, 2020

Douglas C. Palmer
Clerk of Court

By: /s/Jalitza Poveda
Deputy Clerk